

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

**CASCO MANUFACTURING
SOLUTIONS, INC.,**

Plaintiff,

v.

JAMES B. MOORE, et al.,

Defendants.

Case No.

Judge

**DECLARATION OF
JOHN F. BENNETT**

I, John F. Bennett, declare as follows:

1. I am a partner with the law firm Ulmer & Berne LLP, and I am the trial attorney for Defendant PatientTech, LLC ("PatientTech") in the above-captioned action. I am over the age of eighteen and competent to make this declaration, and I make this declaration based on my own knowledge.

2. On December 6, 2019, I received a letter from counsel for Plaintiff CASCO Manufacturing Solutions, Inc., demanding \$493,400.00 to settle the claims against Defendants PatientTech and James B. Moore. Attached as Exhibit 1 is a true and accurate copy of the letter.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 29, 2020.


John F. Bennett

EXHIBIT 1



STAGNARO, SABA
& PATTERSON

Joshua M. Smith, Esq.
Email: jms@sspfirm.com

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OHIO AND FED. EVID. R. 408: All statements made in this correspondence, along with any prior or subsequent correspondence and negotiations are made for settlement purposes only, and are inadmissible under Ohio and Fed. Evid. R. 408, together with any other applicable state evidentiary laws. Such statements are made as offers or promises to furnish a valuable consideration in an attempt to resolve a disputed claim, and are not admissible to prove liability for or invalidity of the claim or its amount.

December 6, 2019

VIA ELECTRONIC MAIL

John F. Bennett, Esq. (jbennett@ulmer.com)
600 Vine Street
Suite 2800
Cincinnati, Ohio 45242-2409

Re: Casco Manufacturing Solutions, Inc. v. PatienTech, LLC et al.

Dear John:

We are writing in follow-up to our prior phone discussion regarding your request for a settlement proposal (both lump sum and a proposal to perform the proposed work) from Casco. Our apologies for the delay, we have been set back by the holidays and conflicting schedules and have only recently been able to fully discuss your request with our client.

In response, Casco is willing to enter into a settlement and release of claims with PatienTech, LLC and James Moore in exchange for payment of \$493,400.00, which accounts for Casco's current (\$184,200.00) and future (\$309,200.00) lost revenues due to Mr. Moore's and your client's conduct. For reference, this amount was calculated as follows:

Initial Purchase Order (January 2019)—5,000 bladders, to be purchased by PatienTech, LLC at \$110.70/bladder:

Purchase Price/Bladder: ¹	\$110.70
Cost/Bladder:	(-) \$73.86
Revenue less Costs:	\$36.84
	X 5,000 bladders
	\$184,200.00

¹ This amount reflects a \$25.00/bladder discount which was to be provided to PatienTech based upon its financing of the RF Welder system to be used in production. The anticipated cost of the RF Welder system was \$125,000. After receiving the discount on the initial purchase order (5,000 bladders) PatienTech would receive full reimbursement (\$25.00 x 5,000 bladders = \$125,000.00).

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Subsequent Anticipated Purchase Order—5,000 bladders, to be purchased by PatienTech, LLC at \$135.70/bladder:

Purchase Price/Bladder to PatienTech		\$135.70
Cost/Bladder	(-)	\$73.86
Revenue less Costs		\$61.84
	X	5,000 bladders
		\$309,200.00

Additionally, while we are calculating the amounts in future lost revenues based upon one subsequent order in the same amount, our client is in no way waiving their right to demand greater anticipated revenues at trial based upon the parties' anticipated relationship.

You also requested that Casco provide a proposal to perform the contemplated work. Our client's position is that this proposal was already submitted to your client in January 2019, and would have been sufficient to perform the work at that time had Mr. Moore and PatienTech not taken the actions they did. However, Casco is open to hearing an alternative proposal from PatienTech which PatienTech believes would sufficiently compensate Casco for its loss. If your client has such a proposal in mind, please submit it to us.

Please confirm whether PatienTech is in agreement with this proposal, or any alternative proposals, no later than close of business December 13, 2019. We look forward to your response.

Sincerely,

STAGNARO, SABA
 & PATTERSON CO., L.P.A.



Joshua M. Smith, Esq.

Cc: Casco Manufacturing Solutions, Inc.
 Peter A. Saba, Esq.